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CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT  
LOS ANGELES

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 11 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,  
 15 Plaintiff,  
 16 v.  
 17 JUSTIN JANGWOO KIM,  
 18 Defendant.

No. CR 20CR00154

COOPERATION PLEA AGREEMENT FOR  
DEFENDANT JUSTIN JANGWOO KIM

20 1. This constitutes the plea agreement between JUSTIN JANGWOO  
 21 KIM ("defendant") and the United States Attorney's Office for the  
 22 Central District of California ("the USAO") in the above-captioned  
 23 case. This agreement is limited to the USAO and cannot bind any  
 24 other federal, state, local, or foreign prosecuting, enforcement,  
 25 administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:  
 28

1           a. Give up the right to indictment by a grand jury and,  
2 at the earliest opportunity requested by the USAO and provided by the  
3 Court, appear and plead guilty to a one-count information in the form  
4 attached to this agreement as Exhibit 1 or a substantially similar  
5 form, which charges defendant with Federal Program Bribery, in  
6 violation of 18 U.S.C. §§ 666(a)(2), 2(a).

7           b. Not contest the Factual Basis agreed to in this  
8 agreement.

9           c. Abide by all agreements regarding sentencing contained  
10 in this agreement.

11           d. Appear for all court appearances, surrender as ordered  
12 for service of sentence, obey all conditions of any bond, and obey  
13 any other ongoing court order in this matter.

14           e. Not commit any crime; however, offenses that would be  
15 excluded for sentencing purposes under United States Sentencing  
16 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
17 within the scope of this agreement.

18           f. Be truthful at all times with the United States  
19 Probation and Pretrial Services Office and the Court.

20           g. Pay the applicable special assessment at or before the  
21 time of sentencing unless defendant has demonstrated a lack of  
22 ability to pay such assessment.

23           3. Defendant further agrees to cooperate fully with the USAO,  
24 the Federal Bureau of Investigation ("FBI"), and, as directed by the  
25 USAO, any other federal, state, local, or foreign prosecuting,  
26 enforcement, administrative, or regulatory authority. This  
27 cooperation requires defendant to:

28

1 a. Respond truthfully and completely to all questions  
2 that may be put to defendant, whether in interviews, before a grand  
3 jury, or at any trial or other court proceeding.

4 b. Attend all meetings, grand jury sessions, trials or  
5 other proceedings at which defendant's presence is requested by the  
6 USAO or compelled by subpoena or court order.

7 c. Produce voluntarily all documents, records, or other  
8 tangible evidence relating to matters about which the USAO, or its  
9 designee, inquires.

10 4. For purposes of this agreement: (1) "Cooperation  
11 Information" shall mean any statements made, or documents, records,  
12 tangible evidence, or other information provided, by defendant  
13 pursuant to defendant's cooperation under this agreement or pursuant  
14 to the letter agreement previously entered into by the parties dated  
15 March 19, 2019 (the "Letter Agreement"); and (2) "Plea Information"  
16 shall mean any statements made by defendant, under oath, at the  
17 guilty plea hearing and the agreed to factual basis statement in this  
18 agreement.

19 THE USAO'S OBLIGATIONS

20 5. The USAO agrees to:

21 a. Not contest the Factual Basis agreed to in this  
22 agreement.

23 b. Abide by all agreements regarding sentencing contained  
24 in this agreement.

25 c. At the time of sentencing, provided that defendant  
26 demonstrates an acceptance of responsibility for the offenses up to  
27 and including the time of sentencing, recommend a two-level reduction  
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
2 additional one-level reduction if available under that section.

3 6. The USAO further agrees:

4 a. Not to offer as evidence in its case-in-chief in the  
5 above-captioned case or any other criminal prosecution that may be  
6 brought against defendant by the USAO, or in connection with any  
7 sentencing proceeding in any criminal case that may be brought  
8 against defendant by the USAO, any Cooperation Information.  
9 Defendant agrees, however, that the USAO may use both Cooperation  
10 Information and Plea Information: (1) to obtain and pursue leads to  
11 other evidence, which evidence may be used for any purpose, including  
12 any criminal prosecution of defendant; (2) to cross-examine defendant  
13 should defendant testify, or to rebut any evidence offered, or  
14 argument or representation made, by defendant, defendant's counsel,  
15 or a witness called by defendant in any trial, sentencing hearing, or  
16 other court proceeding; and (3) in any criminal prosecution of  
17 defendant for false statement, obstruction of justice, or perjury.

18 b. Not to use Cooperation Information against defendant  
19 at sentencing for the purpose of determining the applicable guideline  
20 range, including the appropriateness of an upward departure, or the  
21 sentence to be imposed, and to recommend to the Court that  
22 Cooperation Information not be used in determining the applicable  
23 guideline range or the sentence to be imposed. Defendant  
24 understands, however, that Cooperation Information will be disclosed  
25 to the United States Probation and Pretrial Services Office and the  
26 Court, and that the Court may use Cooperation Information for the  
27 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the  
28 sentence to be imposed.

1 c. In connection with defendant's sentencing, to bring to  
2 the Court's attention the nature and extent of defendant's  
3 cooperation.

4 d. If the USAO determines, in its exclusive judgment,  
5 that defendant has both complied with defendant's obligations under  
6 paragraphs 2 and 3 above and provided substantial assistance to law  
7 enforcement in the prosecution or investigation of another  
8 ("substantial assistance"), to move the Court pursuant to U.S.S.G.  
9 § 5K1.1 to fix an offense level and corresponding guideline range  
10 below that otherwise dictated by the sentencing guidelines, and to  
11 recommend a term of imprisonment within this reduced range.

12 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

13 7. Defendant understands the following:

14 a. Any knowingly false or misleading statement by  
15 defendant will subject defendant to prosecution for false statement,  
16 obstruction of justice, and perjury and will constitute a breach by  
17 defendant of this agreement.

18 b. Nothing in this agreement requires the USAO or any  
19 other prosecuting, enforcement, administrative, or regulatory  
20 authority to accept any cooperation or assistance that defendant may  
21 offer, or to use it in any particular way.

22 c. Defendant cannot withdraw defendant's guilty plea if  
23 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a  
24 reduced guideline range or if the USAO makes such a motion and the  
25 Court does not grant it or if the Court grants such a USAO motion but  
26 elects to sentence above the reduced range.

27 d. At this time the USAO makes no agreement or  
28 representation as to whether any cooperation that defendant has

1 provided or intends to provide constitutes or will constitute  
2 substantial assistance. The decision whether defendant has provided  
3 substantial assistance will rest solely within the exclusive judgment  
4 of the USAO.

5 e. The USAO's determination whether defendant has  
6 provided substantial assistance will not depend in any way on whether  
7 the government prevails at any trial or court hearing in which  
8 defendant testifies or in which the government otherwise presents  
9 information resulting from defendant's cooperation.

10 NATURE OF THE OFFENSES

11 8. Defendant understands that for defendant to be guilty of  
12 the crime charged in count one, that is, Federal Program Bribery, in  
13 violation of 18 U.S.C. §§ 666(a)(2), 2(a), the following must be  
14 true: (1) Councilmember A was an agent of a local government; (2)  
15 defendant corruptly gave, offered, or agreed to give anything of  
16 value to Councilmember A; (3) defendant intended to influence or  
17 reward Councilmember A in connection with any business, transaction,  
18 or series of transactions of the local government involving anything  
19 of value of \$5,000 or more; and (4) the local government received, in  
20 any one-year period, benefits in excess of \$10,000 under a Federal  
21 program involving a grant, contract, subsidy, loan, guarantee,  
22 insurance, or other form of Federal assistance.

23 PENALTIES

24 9. Defendant understands that the statutory maximum sentence  
25 that the Court can impose for a violation of 18 U.S.C. § 666(a)(2),  
26 is: 10 years' imprisonment; a 3-year period of supervised release; a  
27 fine of \$250,000 or twice the gross gain or gross loss resulting from  
28

1 the offense, whichever is greatest; and a mandatory special  
2 assessment of \$100.

3 10. Defendant understands that supervised release is a period  
4 of time following imprisonment during which defendant will be subject  
5 to various restrictions and requirements. Defendant understands that  
6 if defendant violates one or more of the conditions of any supervised  
7 release imposed, defendant may be returned to prison for all or part  
8 of the term of supervised release authorized by statute for the  
9 offense that resulted in the term of supervised release, which could  
10 result in defendant serving a total term of imprisonment greater than  
11 the statutory maximum stated above.

12 11. Defendant understands that, by pleading guilty, defendant  
13 may be giving up valuable government benefits and valuable civic  
14 rights, such as the right to vote, the right to possess a firearm,  
15 the right to hold office, and the right to serve on a jury.  
16 Defendant understands that he is pleading guilty to a felony and that  
17 it is a federal crime for a convicted felon to possess a firearm or  
18 ammunition. Defendant understands that the conviction in this case  
19 may also subject defendant to various other collateral consequences,  
20 including but not limited to revocation of probation, parole, or  
21 supervised release in another case and suspension or revocation of a  
22 professional license. Defendant understands that unanticipated  
23 collateral consequences will not serve as grounds to withdraw  
24 defendant's guilty plea.

25 FACTUAL BASIS

26 12. Defendant admits that defendant is, in fact, guilty of the  
27 offense to which defendant is agreeing to plead guilty. Defendant  
28 and the USAO agree to the statement of facts attached hereto as

1 Attachment A and agree that this statement of facts is sufficient to  
 2 support a plea of guilty to the charge described in this agreement  
 3 and to establish the Sentencing Guidelines factors set forth in  
 4 paragraph 14 below but is not meant to be a complete recitation of  
 5 all facts relevant to the underlying criminal conduct or all facts  
 6 known to either party that relate to that conduct.

7 SENTENCING FACTORS

8 13. Defendant understands that in determining defendant's  
 9 sentence the Court is required to calculate the applicable Sentencing  
 10 Guidelines range and to consider that range, possible departures  
 11 under the Sentencing Guidelines, and the other sentencing factors set  
 12 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
 13 Sentencing Guidelines are advisory only, that defendant cannot have  
 14 any expectation of receiving a sentence within the calculated  
 15 Sentencing Guidelines range, and that after considering the  
 16 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 17 be free to exercise its discretion to impose any sentence it finds  
 18 appropriate up to the maximum set by statute for the crime of  
 19 conviction.

20 14. Defendant and the USAO agree to the following applicable  
 21 Sentencing Guidelines factors:

22	Base Offense Level:	12	U.S.S.G. § 2C1.1(a) (1)
23	Bribe Value >\$250,000:	+12	U.S.S.G. §§ 2C1.1(b) (2); 2B1.1(b) ((1) ((G)
24	Elected Official:	+4	U.S.S.G. § 2C1.1(b) (3)

25  
 26 Defendant and the USAO reserve the right to argue that additional  
 27 specific offense characteristics, adjustments, and departures under  
 28 the Sentencing Guidelines are appropriate.



1 15. Defendant understands that there is no agreement as to  
2 defendant's criminal history or criminal history category.

3 16. Defendant and the USAO reserve the right to argue for a  
4 sentence outside the sentencing range established by the Sentencing  
5 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
6 (a)(2), (a)(3), (a)(6), and (a)(7).

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 17. Defendant understands that by pleading guilty, defendant  
9 gives up the following rights:

10 a. The right to persist in a plea of not guilty.

11 b. The right to a speedy and public trial by jury.

12 c. The right to be represented by counsel - and if  
13 necessary have the Court appoint counsel - at trial. Defendant  
14 understands, however, that, defendant retains the right to be  
15 represented by counsel - and if necessary have the Court appoint  
16 counsel - at every other stage of the proceeding.

17 d. The right to be presumed innocent and to have the  
18 burden of proof placed on the government to prove defendant guilty  
19 beyond a reasonable doubt.

20 e. The right to confront and cross-examine witnesses  
21 against defendant.

22 f. The right to testify and to present evidence in  
23 opposition to the charges, including the right to compel the  
24 attendance of witnesses to testify.

25 g. The right not to be compelled to testify, and, if  
26 defendant chose not to testify or present evidence, to have that  
27 choice not be used against defendant.

28

1 h. Any and all rights to pursue any affirmative defenses,  
2 Fourth Amendment or Fifth Amendment claims, and other pretrial  
3 motions that have been filed or could be filed.

4 WAIVER OF APPEAL OF CONVICTION

5 18. Defendant understands that, with the exception of an appeal  
6 based on a claim that defendant's guilty plea was involuntary, by  
7 pleading guilty defendant is waiving and giving up any right to  
8 appeal defendant's conviction on the offense to which defendant is  
9 pleading guilty. Defendant understands that this waiver includes,  
10 but is not limited to, arguments that the statute to which defendant  
11 is pleading guilty is unconstitutional, and any and all claims that  
12 the statement of facts provided herein is insufficient to support  
13 defendant's plea of guilty.

14 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15 19. Defendant agrees that, provided the Court imposes a total  
16 term of imprisonment of no more than 57 months, defendant gives up  
17 the right to appeal all of the following: (a) the procedures and  
18 calculations used to determine and impose any portion of the  
19 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
20 fine imposed by the Court, provided it is within the statutory  
21 maximum; (d) to the extent permitted by law, the constitutionality or  
22 legality of defendant's sentence, provided it is within the statutory  
23 maximum; (e) the term of probation or supervised release imposed by  
24 the Court, provided it is within the statutory maximum; and (g) any  
25 of the following conditions of probation or supervised release  
26 imposed by the Court: the conditions set forth in General Order 18-10  
27 of this Court; the drug testing conditions mandated by 18 U.S.C.  
28 §§ 3563(a) (5) and 3583(d).

1           20. The USAO agrees that, provided all portions of the sentence  
2 are at or below the statutory maximum specified above, the USAO gives  
3 up its right to appeal any portion of the sentence.

4                           RESULT OF WITHDRAWAL OF GUILTY PLEA

5           21. Defendant agrees that if, after entering a guilty plea  
6 pursuant to this agreement, defendant seeks to withdraw and succeeds  
7 in withdrawing defendant's guilty plea on any basis other than a  
8 claim and finding that entry into this plea agreement was  
9 involuntary, then (a) the USAO will be relieved of all of its  
10 obligations under this agreement, including in particular its  
11 obligations regarding the use of Cooperation Information; (b) in any  
12 investigation, criminal prosecution, or civil, administrative, or  
13 regulatory action, defendant agrees that any Cooperation Information  
14 and any evidence derived from any Cooperation Information shall be  
15 admissible against defendant, and defendant will not assert, and  
16 hereby waives and gives up, any claim under the United States  
17 Constitution, any statute, or any federal rule, that any Cooperation  
18 Information or any evidence derived from any Cooperation Information  
19 should be suppressed or is inadmissible.

20                           EFFECTIVE DATE OF AGREEMENT

21           22. This agreement is effective upon signature and execution of  
22 all required certifications by defendant, defendant's counsel, and an  
23 Assistant United States Attorney.

24                           BREACH OF AGREEMENT

25           23. Defendant agrees that if defendant, at any time after the  
26 signature of this agreement and execution of all required  
27 certifications by defendant, defendant's counsel, and an Assistant  
28 United States Attorney, knowingly violates or fails to perform any of

1 defendant's obligations under this agreement ("a breach"), the USAO  
2 may declare this agreement breached. For example, if defendant  
3 knowingly, in an interview, before a grand jury, or at trial, falsely  
4 accuses another person of criminal conduct or falsely minimizes  
5 defendant's own role, or the role of another, in criminal conduct,  
6 defendant will have breached this agreement. All of defendant's  
7 obligations are material, a single breach of this agreement is  
8 sufficient for the USAO to declare a breach, and defendant shall not  
9 be deemed to have cured a breach without the express agreement of the  
10 USAO in writing. If the USAO declares this agreement breached, and  
11 the Court finds such a breach to have occurred, then:

12 a. If defendant has previously entered a guilty plea  
13 pursuant to this agreement, defendant will not be able to withdraw  
14 the guilty plea.

15 b. The USAO will be relieved of all its obligations under  
16 this agreement; in particular, the USAO: (i) will no longer be bound  
17 by any agreements concerning sentencing and will be free to seek any  
18 sentence up to the statutory maximum for the crime to which defendant  
19 has pleaded guilty; and (iii) will no longer be bound by any  
20 agreement regarding the use of Cooperation Information and will be  
21 free to use any Cooperation Information in any way in any  
22 investigation, criminal prosecution, or civil, administrative, or  
23 regulatory action.

24 c. The USAO will be free to criminally prosecute  
25 defendant for false statement, obstruction of justice, and perjury  
26 based on any knowingly false or misleading statement by defendant.

27 d. In any investigation, criminal prosecution, or civil,  
28 administrative, or regulatory action: (i) defendant will not assert,

1 and hereby waives and gives up, any claim that any Cooperation  
2 Information was obtained in violation of the Fifth Amendment  
3 privilege against compelled self-incrimination; and (ii) defendant  
4 agrees that any Cooperation Information and any Plea Information, as  
5 well as any evidence derived from any Cooperation Information or any  
6 Plea Information, shall be admissible against defendant, and  
7 defendant will not assert, and hereby waives and gives up, any claim  
8 under the United States Constitution, any statute, Rule 410 of the  
9 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
10 Criminal Procedure, or any other federal rule, that any Cooperation  
11 Information, any Plea Information, or any evidence derived from any  
12 Cooperation Information or any Plea Information should be suppressed  
13 or is inadmissible.

14 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

15 OFFICE NOT PARTIES

16 24. Defendant understands that the Court and the United States  
17 Probation and Pretrial Services Office are not parties to this  
18 agreement and need not accept any of the USAO's sentencing  
19 recommendations or the parties' agreements to facts or sentencing  
20 factors.

21 25. Defendant understands that both defendant and the USAO are  
22 free to: (a) supplement the facts by supplying relevant information  
23 to the United States Probation and Pretrial Services Office and the  
24 Court, (b) correct any and all factual misstatements relating to the  
25 Court's Sentencing Guidelines calculations and determination of  
26 sentence, and (c) argue on appeal and collateral review that the  
27 Court's Sentencing Guidelines calculations and the sentence it  
28 chooses to impose are not error, although each party agrees to

1 maintain its view that the calculations in paragraph 14 are  
2 consistent with the facts of this case. This paragraph permits both  
3 the USAO and defendant to submit full and complete factual  
4 information to the United States Probation and Pretrial Services  
5 Office and the Court, even if that factual information may be viewed  
6 as inconsistent with the Factual Basis agreed to in this agreement.

7 26. Defendant understands that even if the Court ignores any  
8 sentencing recommendation, finds facts or reaches conclusions  
9 different from those agreed to, and/or imposes any sentence up to the  
10 maximum established by statute, defendant cannot, for that reason,  
11 withdraw defendant's guilty plea, and defendant will remain bound to  
12 fulfill all defendant's obligations under this agreement. Defendant  
13 understands that no one -- not the prosecutor, defendant's attorney,  
14 or the Court -- can make a binding prediction or promise regarding  
15 the sentence defendant will receive, except that it will be within  
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 27. Defendant understands that, except as set forth herein,  
19 there are no promises, understandings, or agreements between the USAO  
20 and defendant or defendant's attorney, and that no additional  
21 promise, understanding, or agreement may be entered into unless in a  
22 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

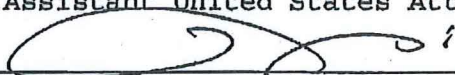
UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

NICOLA T. HANNA  
United States Attorney

  
\_\_\_\_\_

MACK E. JENKINS  
VERONICA DRAGALIN  
Assistant United States Attorneys

3/18/2020  
Date

  
\_\_\_\_\_

JUSTIN KIM  
Defendant

3/16/2020  
Date

  
\_\_\_\_\_

DAVID VAUGHN  
Attorney for Defendant  
JUSTIN KIM

MARCH 16, 2020  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences

1 of entering into this agreement. No promises, inducements, or  
2 representations of any kind have been made to me other than those  
3 contained in this agreement. No one has threatened or forced me in  
4 any way to enter into this agreement. I am satisfied with the  
5 representation of my attorney in this matter, and I am pleading  
6 guilty because I am guilty of the charge and wish to take advantage  
7 of the promises set forth in this agreement, and not for any other  
8 reason.

9 

10 JUSTIN KIM  
11 Defendant

12   
13 Date

14  
15 CERTIFICATION OF DEFENDANT'S ATTORNEY

16 I am JUSTIN KIM's attorney. I have carefully and thoroughly  
17 discussed every part of this agreement with my client. Further, I  
18 have fully advised my client of his rights, of possible pretrial  
19 motions that might be filed, of possible defenses that might be  
20 asserted either prior to or at trial, of the sentencing factors set  
21 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
22 provisions, and of the consequences of entering into this agreement.  
23 To my knowledge: no promises, inducements, or representations of any  
24 kind have been made to my client other than those contained in this  
25 agreement; no one has threatened or forced my client in any way to  
26 enter into this agreement; my client's decision to enter into this  
27 agreement is an informed and voluntary one; and the factual basis set  
28



1 forth in this agreement is sufficient to support my client's entry of  
2 a guilty plea pursuant to this agreement.

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4 DAVID VAUGHN  
5 Attorney for Defendant  
6 JUSTIN KIM

MARCH 16, 2020  
Date

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1 ATTACHMENT A

2 FACTUAL BASIS

3 1. Defendant and the USAO agree to the statement of facts  
4 provided below and agree that this statement of facts is sufficient  
5 to support a plea of guilty to the charge described in this agreement  
6 but is not meant to be a complete recitation of all facts relevant to  
7 the underlying criminal conduct or all facts known to either party  
8 that relate to that conduct.

9 A. Defendant JUSTIN KIM's Role in CD-A

10 2. Defendant JUSTIN KIM ("KIM") was a real estate appraiser,  
11 consultant, and fundraiser in the City of Los Angeles (the "City").  
12 The City government received more than \$10,000 per fiscal year in  
13 funds from the United States in the form of grants, contracts,  
14 subsidies, loans, guarantees, insurance, and other forms of federal  
15 assistance. Defendant KIM was one of the top fundraisers for  
16 Councilmember A who was the City councilmember for Council District A  
17 ("CD-A"). Defendant KIM was motivated to be one of Councilmember A's  
18 top fundraisers in order to, at least in part, gain and maintain  
19 access to real estate and business opportunities in CD-A.

20 3. Beginning in early 2017, defendant KIM also was a close  
21 political ally of City Staffer A-1, Councilmember A's staff member  
22 and an employee of the City. Defendant KIM and City Staffer A-1  
23 strategized ways to protect Councilmember A to ensure Councilmember  
24 A's power and relevance within the City, including repeatedly  
25 discussing being loyal to Councilmember A, because, at least in part,  
26 it meant securing future financial opportunities for defendant KIM  
27 and City Staffer A-1. Defendant KIM frequently referred to  
28 Councilmember A as defendant KIM's "boss." Defendant KIM supported

DEFT. INITIALS JK

1 Councilmember A's and City Staffer A-1's succession plan that would  
2 maintain or increase financial opportunities for at least defendant  
3 KIM and City Staffer A-1 after Councilmember A's term as  
4 councilmember of CD-A expired. These discussions included plans to  
5 support the election of Councilmember A's relative for the CD-A seat,  
6 ensuring political control for their allies in CD-A, and developing a  
7 bribery scheme in CD-A, discussed further below. On multiple  
8 occasions, defendant KIM discussed with City Staffer A-1 the need to  
9 ensure Councilmember A's relative was elected for their own political  
10 and potential financial benefit and their own twelve-year plan, which  
11 was based on Councilmember A's relative succeeding Councilmember A as  
12 the councilmember for CD-A.

13 4. On or around June 22, 2017, defendant KIM met with  
14 Councilmember A, City Staffer A-1, and Lobbyist B and discussed  
15 establishing two political action committees ("PAC") to raise money  
16 for the campaign of Councilmember A's relative. During this meeting,  
17 Councilmember A suggested creating a second PAC and having defendant  
18 KIM find an associate to serve as the "face" of the PAC to disguise  
19 Councilmember A's involvement and the PAC's connection to CD-A.

20 5. In sum, defendant KIM was motivated to help Councilmember A  
21 maintain power in CD-A by getting Councilmember A's relative elected,  
22 because, at least in part, defendant KIM would be poised to  
23 financially benefit from potential illicit schemes in CD-A. This  
24 plan included potentially offering and providing financial benefits  
25 in the hopes of receiving favored treatment by Councilmember A and  
26 Councilmember A's staff, which would increase business opportunities  
27 for defendant KIM.

28

DEFT. INITIALS JK.

1 **B. Project C Bribery Scheme**

2 a. The Bribery Agreement and Payment

3 6. Between August 2016 and July 2017, Developer C, owner of  
4 Company C, agreed to provide a \$500,000 cash bribe to Councilmember  
5 A, through defendant KIM, in exchange for Councilmember A's  
6 assistance on Developer C's development project (the "bribery  
7 scheme"). Project C was a planned residential complex in CD-A.

8 7. Developer C, through defendant KIM, initially provided  
9 \$400,000 in cash that was intended for Councilmember A between  
10 February and March 2017. In exchange, Developer C, through defendant  
11 KIM and City Staffer A-1, sought to use Councilmember A's influence  
12 as the councilmember of CD-A and a member of the Planning and Land  
13 Use Management ("PLUM") Committee to cause a labor organization to  
14 withdraw or abandon its appeal on Project C, thereby allowing the  
15 project to move forward in its City approval process.

16 8. In the summer of 2016, Labor Organization A filed an appeal  
17 requesting to suspend all activity to implement Project C that  
18 required City approval until Project C was brought into compliance  
19 with the requirements of CEQA [California Environmental Quality Act]  
20 by correcting certain deficiencies (the "appeal"). The appeal  
21 prevented Project C from progressing through the rest of the City  
22 approval processes, including approvals by the PLUM Committee and  
23 City Council.

24 9. On August 8, 2016, Developer C called defendant KIM and  
25 asked defendant KIM to obtain Councilmember A's assistance with the  
26 appeal, which could ultimately reach the PLUM Committee of which  
27 Councilmember A was a member.

28 DEFT. INITIALS J.D.

1 10. On August 9, 2016, Developer C sent a copy of the appeal to  
2 defendant KIM by e-mail, which defendant KIM then forwarded to City  
3 Staffer A-1. On August 10, 2016, City Staffer A-1 confirmed  
4 receiving the e-mail.

5 11. On September 1, 2016, defendant KIM, Councilmember A, City  
6 Staffer A-1, and another individual had dinner together and then  
7 visited a Korean karaoke establishment in Los Angeles (the "karaoke  
8 meeting"). During the karaoke meeting, defendant KIM asked  
9 Councilmember A for assistance with the appeal on Project C, and  
10 Councilmember A agreed to help. Defendant KIM then called Developer  
11 C and asked Developer C to join the karaoke meeting, which Developer  
12 C did.

13 12. On September 2, 2016, defendant KIM and City Staffer A-1  
14 met for lunch in Los Angeles. City Staffer A-1 expressed to  
15 defendant KIM that Councilmember A would not help Project C for free  
16 and that Councilmember A would require a financial benefit in  
17 exchange for help ensuring Project C moved forward through the City  
18 approval process.

19 13. On September 3, 2016, defendant KIM and Developer C met at  
20 a bowling alley in Little Tokyo. Defendant KIM conveyed to Developer  
21 C the message from Councilmember A and City Staffer A-1, namely that  
22 Councilmember A's assistance on Project C would require that  
23 Councilmember A receive a financial benefit.

24 14. On January 17, 2017, defendant KIM, Councilmember A, and  
25 Developer C's business associates met at Councilmember A's City Hall  
26 office to discuss, among other things, Project C. Shortly before the  
27 meeting, City Staffer A-1 sent defendant KIM a series of text  
28 messages, writing: "Let's you and I meet with [the] CM [Councilmember  
DEFT. INITIALS J.H.

1 A] after to talk about [Project C][.] Make those ask about ...  
2 [Labor Organization A]." Defendant KIM responded: "Yes." During a  
3 private portion of the meeting that included only defendant KIM,  
4 Councilmember A, and City Staffer A-1, defendant KIM again asked  
5 Councilmember A for assistance with the appeal, and Councilmember A  
6 responded that Councilmember A could help. Councilmember A stated  
7 that Councilmember A wanted defendant KIM to be a major supporter  
8 when Councilmember A's relative ran for Councilmember A's seat as the  
9 councilmember for CD-A. Defendant KIM understood this to mean that  
10 he would have to, among other things, agree to provide or facilitate  
11 significant campaign contributions to Councilmember A's relative's  
12 future campaign.

13 15. On January 18, 2017, defendant KIM and City Staffer A-1 met  
14 at a coffee shop in Little Tokyo. During this meeting, City Staffer  
15 A-1 told defendant KIM that Lobbyist C stated it would cost  
16 approximately \$1.2 million to \$1.4 million to hire a lobbyist to  
17 attempt to resolve the appeal and allow Project C to move forward in  
18 the City approval process. After this meeting, defendant KIM  
19 conveyed the cost of \$1.2 million to \$1.4 million to Developer C.  
20 Developer C made a counteroffer for Councilmember A to resolve the  
21 appeal for \$500,000 in cash.

22 16. In approximately February 2017, defendant KIM conveyed  
23 Developer C's counteroffer of \$500,000 cash to City Staffer A-1.  
24 Defendant KIM understood that City Staffer A-1 then conveyed this  
25 counteroffer to Councilmember A.

26 17. Between February 2, 2017 and February 10, 2017, defendant  
27 KIM had individual text message conversations with City Staffer A-1  
28

1 and Developer C, discussing the negotiation of the bribe payment and  
2 the amount of the bribe payment from Developer C to Councilmember A.

3 18. In approximately February 2017, defendant KIM and City  
4 Staffer A-1 met at a restaurant in Los Angeles to discuss the bribe  
5 payment amount. Defendant KIM and City Staffer A-1 discussed that  
6 Developer C agreed to pay \$500,000 in cash in exchange for  
7 Councilmember A's assistance in resolving the appeal so that Project  
8 C could move forward in the City approval process, including  
9 approvals by the PLUM Committee and City Council.

10 19. In approximately February or March 2017, defendant KIM met  
11 with Developer C at a commercial building in Los Angeles and received  
12 a paper bag from Developer C containing \$400,000 in cash, which was  
13 intended to be a bribe Developer C agreed to pay for Councilmember  
14 A's assistance in resolving the appeal. After receiving \$400,000 in  
15 cash from Developer C, defendant KIM met with City Staffer A-1 in a  
16 car in Los Angeles, and gave City Staffer A-1 cash to deliver to  
17 Councilmember A. Defendant KIM kept some cash for himself for, at  
18 least in part, facilitating the bribe payment.

19 20. In approximately February or March 2017, City Staffer A-1  
20 conveyed to defendant KIM that Councilmember A helped resolve the  
21 appeal. Soon thereafter, defendant KIM informed Developer C that  
22 Councilmember A held up Councilmember A's end of the agreement and  
23 helped resolve the appeal.

24 b. FBI Interviews of Defendant KIM

25 21. On May 18, 2017, the FBI conducted a voluntary interview of  
26 defendant KIM regarding a public corruption investigation (the "first  
27 FBI interview"). At the beginning of the interview, defendant KIM  
28 was advised that lying to the FBI was a crime. During the interview,

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1 defendant KIM sought to conceal his close relationship with City  
2 Staffer A-1. For example, when asked about City Staffer A-1 in  
3 Councilmember A's office, defendant KIM stated that he was not that  
4 close to City Staffer A-1 and understated the frequency with which  
5 they communicated with each other. During the interview, the FBI  
6 told defendant KIM there was a federal grand jury investigation and  
7 asked defendant KIM not to reveal the interview to others because it  
8 may negatively impact the federal investigation. Defendant KIM told  
9 the FBI he agreed to not reveal such information to others.

10 22. Nevertheless, on May 18, 2017, approximately one hour after  
11 the first FBI interview, defendant KIM called City Staffer A-1 and  
12 informed City Staffer A-1 that he believed someone was providing  
13 information to law enforcement and that law enforcement was  
14 conducting surveillance of one of City Staffer A-1's local hangouts.

15 23. On July 10, 2017, the FBI again conducted a voluntary  
16 interview of defendant KIM (the "second FBI interview"). At the  
17 beginning of the interview, defendant KIM was advised that lying to  
18 the FBI was a crime. During the second FBI interview, defendant KIM  
19 falsely stated that: (1) he had no "asks" of anyone in City Council;  
20 (2) he had no work with any City employees; (3) he did not know of  
21 anyone that worked for the City who did favors for people in exchange  
22 for money, campaign contributions, or any other benefit; and (4) he  
23 never provided any type of benefits including money or items to City  
24 Staffer A-1. Defendant KIM knew these statements were false because,  
25 approximately just two months prior to the second FBI interview, he  
26 coordinated a cash bribe payment to Councilmember A and City Staffer  
27 A-1 in exchange for their help with Project C. Moreover, defendant  
28 KIM had personally delivered, on behalf of Developer C, cash to City

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1 Staffer A-1, a City staffer, that was meant by Developer C for  
2 Councilmember A, a City official, in order to secure their help.

3 24. On July 12, 2017, just two days after defendant KIM's  
4 second FBI interview, defendant KIM and City Staffer A-1 met in  
5 person in a car near City Staffer A-1's residence, and then drove  
6 around in the car. During this meeting, defendant KIM and City  
7 Staffer A-1 discussed the content of their recent respective FBI  
8 interviews, in which both defendant KIM and City Staffer A-1 lied to  
9 the FBI and deliberately failed to disclose information regarding the  
10 Project C bribery scheme. During this meeting, defendant KIM asked  
11 City Staffer A-1 if Councilmember A wanted the remaining \$100,000  
12 from Developer C, which City Staffer A-1 declined.

13 c. The Remaining \$100,000 Due for the Bribery Scheme

14 25. In or around July 2017, defendant KIM falsely told  
15 Developer C that Councilmember A asked for the remaining \$100,000  
16 bribe payment. Developer C agreed to provide the remaining \$100,000  
17 of the agreed-upon \$500,000 bribe payment to be paid to Councilmember  
18 A for resolving the appeal. Defendant KIM met with Developer C at a  
19 commercial building in Los Angeles and received an additional  
20 \$100,000 in cash from Developer C. Instead of providing this money  
21 to Councilmember A, defendant KIM kept this money for himself.

22 d. Defendant KIM and Councilmember A Meet Regarding the  
23 Bribery Scheme

24 26. On October 5, 2018, defendant KIM and Councilmember A met  
25 at a hotel in Pasadena. Councilmember A asked defendant KIM to turn  
26 off his cellphone during the meeting, likely to ensure their meeting  
27 was not recorded. Councilmember A stated something to the effect of:  
28 "I didn't get my share," while simultaneously holding up two fingers.

1 Defendant KIM understood this to mean \$200,000, which was  
2 Councilmember A's share of the bribe payment from Developer C in  
3 exchange for Councilmember A's help with the appeal. Councilmember A  
4 explained that Councilmember A did not get Councilmember A's share of  
5 the bribe payment from Developer C because City Staffer A-1 was still  
6 holding on to the cash.

7 e. Developer C Advises Defendant KIM to Conceal the  
8 Bribery Scheme

9 27. The FBI seized defendant KIM's phone pursuant to a federal  
10 search warrant on March 5, 2019. On or about March 20, 2019,  
11 defendant KIM met Developer C at a coffee shop in Little Tokyo to  
12 discuss the FBI investigation. Defendant KIM told Developer C that  
13 he was very scared. Defendant KIM disclosed to Developer C that he  
14 told his attorney about the \$400,000 bribe payment. Developer C got  
15 upset and told defendant KIM he should have lied to defendant KIM's  
16 attorney about the amount. Developer C stated that now Developer C  
17 could not match defendant KIM's story. Months earlier, Developer C  
18 informed defendant KIM that, years earlier, Developer C's business  
19 was raided by law enforcement who seized a large sum of cash.

20 f. Defendant KIM's Failure to Declare Income Related to  
21 the Bribery Scheme

22 28. Defendant KIM failed to declare any of the cash he received  
23 from Developer C for his role in facilitating the bribery scheme on  
24 his federal income tax return for 2017, as required.

PROOF OF SERVICE

I, Sandy Ear, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on March 18, 2020, I deposited in the United States mail at the United States Courthouse in the above-titled action, in an envelope bearing the requisite postage, a copy of: service was:

- Placed in a closed envelope for collection and inter-office delivery, addressed as follows:
- Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:
- By hand delivery, addressed as follows:
- By facsimile, as follows:
- By Email, as follows:
- By Federal Express, as follows:

**David Vaughn, Esq.**  
350 S. Grand Ave., #3550  
Los Angeles, CA 90071

at his/her last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on March 18, 2020 at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

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*/s/ Sandy Ear*  
SANDY EAR  
Legal Assistant

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